

# EXHIBIT 1



**T Corporation**  
**rvic of Process Notification**

08/01/2022

CT Log Number 542020773

## **Service of Process Transmittal Summary**

**TO:** Janessa Turner  
 QBE Regional Companies (N.A.), Inc.  
 ONE QBE WAY  
 SUN PRAIRIE, WI 53596-0001

**RE:** Process Served in Minnesota

**FOR:** General Casualty Company of Wisconsin (Domestic State: WI)

**ENCLOSED ARE COPIES OF LEGAL PROCESSES RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Braewood Condominium Association vs. General Casualty Company of Wisconsin

**CASE #:** None Specified

**NATURE OF ACTION:** Insurance Litigation

**PROCESS SERVED ON:** CT Corporation System, Inc, Saint Paul, MN

**DATE/METHOD OF SERVICE:** By Process Server on 08/01/2022 at 09:26

**JURISDICTION SERVED:** Minnesota

**ACTION ITEMS:** CT will retain the current log

Image SOP

Email Notification, GSSC Claims GSSC-ClaimsLegalAdmin.US-BOX@us.qbe.com

Email Notification, Ruby Remata Ruby.Remata@us.qbe.com

Email Notification, Janessa Turner janessa.turner@us.qbe.com

Email Notification, Taylor Willemot taylor.willemot@us.qbe.com

**REGISTERED AGENT CONTACT:** CT Corporation System, Inc  
 1010 Dale Street N  
 Saint Paul, MN 55117  
 800-448-5350  
 MajorAccountTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



SMITH JADIN JOHNSON  
PLLC

*Integrity. Honesty. Tenacity.*

WRITER'S DIRECT DIAL: (952) 236-4252

E-MAIL: AJADIN@SJLAWFIRM.COM

REPLY TO: Minnesota Office

WWW.SJLAWFIRM.COM

July 29, 2022

SENT VIA PERSONAL SERVICE

General Casualty Company of Wisconsin  
c/o CT Corporation System, Inc.  
1010 Dale Street N.  
St. Paul, Minnesota 55117-5603

Re: Braewood Condominium Association  
Property: 3801 W 98th St., Minneapolis, Minnesota 55431  
Insurer: General Casualty Company of Wisconsin  
Claim File No.: 78222N  
Policy No.: BBP0010321-00  
Our File No.: MVP-0009B

Dear Sir or Madam:

Enclosed and served upon you, please find Plaintiff's Summons and Complaint.

Please contact our office with any questions or concerns. Thank you for your attention to this matter.

Very truly yours,

SMITH JADIN JOHNSON, PLLC

Alexander M. Jadin  
Attorney at Law

AMJ/BCL/are

Encs.

cc: Braewood Condominium Association  
Alexander M. Jadin, Esq.

COLORADO: 1775 SHERMAN STREET, SUITE 2750, DENVER, CO 80203

IOWA: 1120 DEPOT LANE SE, SUITE 100, CEDAR RAPIDS, IA 52401

MINNESOTA: 7900 XERXES AVENUE SOUTH, SUITE 2020, BLOOMINGTON, MN 55431

OHIO: 470 BROAD STREET, SUITE 725, COLUMBUS, OH 43215

**EXHIBIT 1 PAGE 2**

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: CONTRACT

Braewood Condominium Association,

Court File No.: \_\_\_\_\_

Plaintiff,

vs.

**SUMMONS**

General Casualty Company of Wisconsin,

Defendant.

THIS SUMMONS IS DIRECTED TO: **General Casualty Company of Wisconsin c/o CT Corporation System, Inc., 1010 Dale Street N., St. Paul, Minnesota, 55117-5603.**

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no Court file number on this Summons.

2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this Summons a **written response** called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at Smith Jadin Johnson, PLLC, 7900 Xerxes Avenue South, Suite 2020, Bloomington, MN 55431.

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A Default Judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

**SMITH JADIN JOHNSON, PLLC**

Dated: July 29, 2022

By: /s/ Alexander M. Jadin  
Alexander M. Jadin (#387219)  
Brian C. Leopold (#0400875)  
7900 Xerxes Avenue, Suite 2020  
Bloomington, MN 55431  
Telephone: (952) 388-0289  
Facsimile: (612) 235-7927  
Email: [ajadin@sjjlawfirm.com](mailto:ajadin@sjjlawfirm.com)  
Email: [bleopold@sjjlawfirm.com](mailto:bleopold@sjjlawfirm.com)  
Attorneys for Plaintiff

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: CONTRACT

Braewood Condominium Association,

Court File No.: \_\_\_\_\_

Plaintiff,

vs.

**COMPLAINT**

General Casualty Company of Wisconsin,

Defendant.

Plaintiff Braewood Condominium Association, for its Complaint against Defendant General Casualty Company of Wisconsin, states and alleges as follows:

**PARTIES**

1. Plaintiff Braewood Condominium Association (hereinafter "Plaintiff") is a non-profit common interest community of the State of Minnesota responsible for the units and property located generally at 3801 W 98<sup>th</sup> St., Minneapolis, Minnesota 55431 ("the Property").

2. Upon information and belief, Defendant General Casualty Company of Wisconsin (hereinafter "Defendant") is a foreign insurance company licensed and authorized to sell insurance and transact business in the State of Minnesota whose principal place of business address is 1 QBE Way, Sun Prairie, Wisconsin and a registered service address of CT Corporation System, Inc., 1010 Dale Street N., St. Paul, Minnesota, 55117-5603.

3. Because the Property is located in Hennepin County, Minnesota, the above-named Court has jurisdiction over this matter.

**FACTS**

4. This matter arises from an insurance claim for wind and hail damage to the Property that occurred on or about August 9, 2020 ("the Loss").

5. At all times relevant hereto, the Property was insured under an insurance Policy issued by Defendant, Policy No. XXXXXXXX21-00 ("the Policy") that insured the Property against, among other things, wind, and hail.

6. After the Loss occurred, Plaintiff notified Defendant and reported the Loss, provided Defendant with access to the Property to investigate and adjust the Loss, fulfilled all of its other duties and obligations under the Policy, and relied upon Defendant to honor its contractual obligations to properly adjust and pay for the Loss.

7. On October 7, 2020, Defendant notified Plaintiff that damage at the Property was not consistent with wind or hail damage, and that Defendant's insurance claim with Plaintiff would be closed without payment.

8. The parties disagree over the amount of Loss.

9. Plaintiff has demanded an appraisal pursuant to the terms of the Policy.

10. Plaintiff requested and Defendant refused any agreement to toll the time limits and deadlines affecting Plaintiff's claims, including the two-year time limit for suit detailed in the Policy.

**COUNT I**  
**BREACH OF CONTRACT**

11. Plaintiff restates and realleges each of the foregoing paragraphs as though fully set forth herein and further state and allege as follows.

12. The Policy is a contract between Plaintiff and Defendant.

13. Plaintiff has performed all conditions precedent necessary to obligate Defendant to perform under the Policy, including paying premiums and cooperating with Defendant's investigation and adjustment of the Loss.

14. Defendant has breached the Policy by failing to fully and fairly adjust and pay the Loss.

15. As a direct result of Defendant's breach of contract, Plaintiff has been damaged in an amount in excess of \$50,000, the specific amount to be determined at trial.

**COUNT II**  
**DECLARATORY JUDGMENT**

16. Plaintiff restates and realleges each of the foregoing paragraphs as though fully set forth herein and further states and alleges as follows.

17. Defendant has failed to adjust and pay the Loss in total, in violation of the express language of the subject Policy.

18. There is a real justiciable controversy between the Plaintiff and the Defendant over the extent to which the subject Policy provides indemnity and coverage for damages, both direct and consequential, relating to the Loss.

19. The provisions of the subject Policy must be construed against Defendant.

20. Plaintiff is entitled to judicial declaration that the subject Policy includes coverage for the damages arising out of the Loss, including but not limited to, the replacement costs necessary to re-roof the buildings, labor costs associated with these repairs, replacement costs to the buildings' soffit, fascia, and gutters, and repair all related components with materials of like kind and quality for like use, and all necessary repairs required to meet the prevailing building code requirements. In the event that like kind and quality (matching) materials do not exist, Defendant is liable for replacement of the building



materials to create a consistent and complete replacement of damaged materials on the Property. Pursuant to the Policy, the appraisal clause of the Policy is the appropriate remedy for this dispute.

WHEREFORE, Plaintiff respectfully requests judgment of the Court against Defendant for the following relief:

1. Judgment in favor of the Plaintiff and against Defendant for an amount in excess of \$50,000, the exact amount to be proven at trial;
2. An order staying this lawsuit pending the resolution of the insurance appraisal;
3. An order declaring Plaintiff's rights to recover under the Policy;
4. An award of attorney's fees, costs, and disbursements; and
5. For such other and further relief as this Court deems just and equitable.

**SMITH JADIN JOHNSON, PLLC**

Dated: July 29, 2022

By: /s/ Alexander M. Jadin  
Alexander M. Jadin (#387219)  
Brian C. Leopold (#0400875)  
7900 Xerxes Avenue, Suite 2020  
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Email: [ajadin@sjjlawfirm.com](mailto:ajadin@sjjlawfirm.com)  
Email: [bleopold@sjjlawfirm.com](mailto:bleopold@sjjlawfirm.com)  
Attorneys for Plaintiff

**ACKNOWLEDGMENT**

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, to the party against whom the allegations in this pleading are asserted.

**SMITH JADIN JOHNSON, PLLC**

Dated: July 29, 2022

By: /s/ Alexander M. Jadin  
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Attorneys for Plaintiff